

# FIBRE ACCESS BROADBAND PRODUCT PROFILE

1. Product Description	
1.1. General	<p>a. The Fibre Access Broadband service carries data between an End User and the Customer's point of interconnect using Layer 2 Tunneling Protocol on a best efforts internet-grade basis.</p> <p>b. The service is made up of one or more End User Accesses and at least one or two Broadband VLANs in a State (depending on the access option the Customer chooses when ordering the Broadband VLANs in that State). Each End User Access is a fibre optic connection from the optical network termination device at the End User's premises to the Telstra exchange. Broadband VLANs aggregate all of the End User Access traffic to the Customer's point of interconnect router.</p> <p>c. Where the Customer acquires Digital Subscriber Line Layer 2 Internet Grade services under this agreement in the same State as its Fibre Access Broadband services, and the Customer uses Broadband VLANs to carry traffic for both services in that State, the Customer can aggregate the traffic from both services using the same Broadband VLANs. It is up to the Customer to dimension its Broadband VLANs to carry traffic from both services.</p> <p>d. Because the service is internet-grade only, Telstra does not guarantee successful data transport. The performance and availability of parts or all of the service may vary.</p> <p>For more details about the Fibre Access Broadband service, see the TSIS (as referenced at the end of this document).</p>
1.2. Features	<p>The service can be provided with an optional Multiple Domain Name feature.</p> <p>For more details of this feature, see the TSIS.</p>
1.3. Customer Premises Equipment provided as part of the installation	<p>Not Applicable. The Customer must install any additional Customer Premises Equipment (such as routers and power outlets) at the End User premises. Telstra does not supply Customer Premises Equipment as part of the Fibre Access Broadband service. The Customer is also responsible for any rewiring that may need to be undertaken at the End User premises, beyond that included in the Standard Connection Process (including beyond the Network Boundary Point).</p>
1.4. Network Boundary Point	<p>The Network Boundary of the Fibre Access Broadband service is the Ethernet port on the optical network termination device at the End User's premises.</p>
1.5. Supply connection	<p><u>Maximum timeframe for supply</u></p> <p>a. Telstra will supply a Fibre Access Broadband Service request within 20 Business Days after Telstra has connected the End User premises in accordance with section 2.2.</p>

	<p><u>Supply delays:</u></p> <p>b. If Telstra becomes aware that the timeframe will not be met for any reason (outside of Telstra's reasonable control), Telstra will, as soon as practicable, notify the Customer to:</p> <ul style="list-style-type: none"> <li>i provide the Customer with reasons for the likely failure to meet the timeframe; and</li> <li>ii enter into good faith discussions with the Customer to supply the affected request within an alternative timeframe.</li> </ul>
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## 2. Pre-requisites

<p>2.1. Pre-requisites</p>	<ul style="list-style-type: none"> <li>a. Telstra only supplies the Fibre Access Broadband service where a fixed voice service provisioned over fibre is linked to that End User Access. Telstra can cancel an End User Access for this service if the underlying fixed voice service linked to it is cancelled or faulty (and Telstra reasonably does not believe it is economical to repair it).</li> <li>b. Telstra only provides the Fibre Access Broadband service to End User premises located in the Service Area.</li> <li>c. The Customer must separately acquire Wholesale Broadband Ethernet services from Telstra under a separate agreement with Telstra for the Broadband VLANs that form part of this service.</li> </ul>
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<p>2.2. Connection timeframes</p>	<p><u>Connection requirement</u></p> <ul style="list-style-type: none"> <li>a. Before Telstra can supply the Fibre Access Broadband service, Telstra must first connect the relevant End User premises as described in this clause 2.2 and the Operational Documents.</li> <li>b. If, at the time the Customer places an order for the Fibre Access Broadband Service, Telstra determines that the required Telstra network infrastructure is in place and available at the End User premises, then Telstra will undertake a Standard Connection. Standard Connection activities may comprise: <ul style="list-style-type: none"> <li>i the installation by Telstra of a lead in; and</li> <li>ii the installation by Telstra of an ONT.</li> </ul> </li> <li>c. If, at the time the Customer places an order for the Fibre Access Broadband Service, Telstra determines that the required Telstra network infrastructure is not in place and available at the End User premises, then Telstra will determine if it can undertake a Non-Standard Connection. Non-Standard Connection activities may include: <ul style="list-style-type: none"> <li>i site visits and design;</li> <li>ii the hauling of optical fibre through an existing duct or conduit;</li> <li>iii the splicing of the fibre cable;</li> <li>iv the installation by Telstra of a lead in; and</li> <li>v the installation by Telstra of an ONT.</li> </ul> </li> <li>d. Subject to this clause 2.2 and clause 6.6, Telstra will: <ul style="list-style-type: none"> <li>i complete a standard connection within 20 Business Days after the Customer makes a request for connection to Telstra on behalf of an end user at the relevant premises; and</li> <li>ii complete a non-standard connection within a period that is to be determined by Telstra based on the activities required.</li> </ul> </li> </ul>
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	<p><u>Connection delays:</u></p> <p>e. If Telstra becomes aware that the timeframe for connection will not be met for any reason (outside of Telstra's reasonable control), Telstra will, as soon as practicable, notify the Customer to:</p> <ul style="list-style-type: none"> <li>i provide the Customer with reasons for the likely failure to meet the timeframe; and</li> <li>ii enter into good faith discussions with the Customer to connect the affected premises within an alternative timeframe.</li> </ul>
<b>3. Essential Customer Obligations</b>	
3.1. Restrictions on Use	<ul style="list-style-type: none"> <li>a. The Customer must only use Broadband VLANs to aggregate and transport End User traffic between Telstra's network and the Customer's network for the Fibre Access Broadband service (and the Digital Subscriber Line Layer 2 Internet Grade service, where applicable).</li> <li>b. The Customer must give Telstra 3 Business Days' notice of a planned outage in the Customer's network that might reasonably negatively affect Telstra's network. For example, the Customer would need to give Telstra notice of a planned outage in the Customer's network that will result in a large number of the Customer's end users re-authenticating concurrently, because this could generate an 'authentication shower'.</li> </ul>
3.2. Other	<ul style="list-style-type: none"> <li>a. The Customer must provide Telstra with IP addresses to be used in routing Fibre Access Broadband service traffic that are registered for public use with the Asia Pacific Network Information Centre (APNIC).</li> <li>b. The Customer must provide power for the service (or ensure that the End User does.)</li> </ul>
<b>4. Charging Approach</b>	
4.1. Types of Charges	<p>Unless otherwise stated in the Pricing Profile, the Customer will pay:</p> <ul style="list-style-type: none"> <li>a. a connection charge and a monthly charge for each end user access;</li> <li>b. a monthly charge for each Broadband VLAN; and</li> <li>c. various miscellaneous charges as described in the Pricing Profile.</li> </ul>
<b>5. SLAs</b>	
5.1. SLAs that have rebates for failure	Not Applicable

5.2. Target Response and restore times for faults

Target timeframes for rectifying faults and service difficulties

- a. Subject to clause 5.2.c, Telstra will use reasonable endeavours to rectify Faults and service difficulties relating to the Fibre Access Broadband service within the timeframes set out in Table 5.2.1, following a report by the Customer of a Fault or service difficulty.
- b. For a Fault in an End User Access, Telstra will use reasonable endeavours to meet the Target Response Times and Target Repair Times set out in Table 5.2.1:

**Table 5.2.1 – End User Access Fault Target Response/Repair Time**

Location of Fault in End User Access	Target Response Time	Target Repair Time
within an Urban Area	8 hours plus 1 Clear Business Day after the fault has been reported	Close of Business, 1 Clear Business Day after the fault has been responded to
within a Rural Area	8 hours plus 1 Clear Business Day after the fault has been reported	2 Clear Business Days after the fault has been responded to
within a Remote Area	8 hours plus 1 Clear Business Day after the fault has been reported	3 Clear Business Days after the fault has been responded to

- c. Telstra may not be able to meet the Target Response Times and Target Repair Times set out in Table 5.2.1 where:
  - i Customer has provided insufficient or invalid information in respect of the service difficulty or Fault;
  - ii Telstra has been unable to make contact with Customer or an End User in respect of the relevant service difficulty or Fault;
  - iii circumstances beyond Telstra’s reasonable control (e.g. bad weather) prevent Telstra from attending to a service difficulty or Fault; or
  - iv Customer has otherwise failed to comply with any requirement of this agreement.

Delays to Target Fault Response/Repair Times:

- d. If Telstra becomes aware of a delay to a Target Response Time or Target Repair Time, Telstra will, as soon as reasonably practicable, notify the Customer to provide the Customer with an updated Target Response Time or Target Repair Time.
- e. The Hours of Coverage, for the purposes of Table 5.2.1, are the hours of a Clear Business Day.
- f. If a service difficulty with an End User Access is reported between 5:00pm on a Business Day and 8:00am on the following Business Day, the report is deemed to have been received at 8:01am on the second mentioned Business Day.

**6. Other Product Specific Terms**

6.1. Battery backup

Telstra does not provide or maintain battery backup for the optical network termination device at the end user’s premises, except for the customers in

	the South Brisbane exchange service area who receive the priority assistance service and who Telstra has agreed to provide a battery backup.
6.2. All services in premises use the same fibre	The Customer understands that by activating an End User Access for this service, all fixed telephone and broadband services on the Telstra network at that End User's premises (including this service) will be provided over the same optical fibre line.
6.3. Factors affecting transmission	Any bandwidth mentioned in relation to this service is a maximum transmission capability, not a guarantee that that speed will be achieved. The actual bandwidth will likely be lower than that maximum transmission capability because of one or more of the following factors: the customer access speeds, end-to-end latency, protocol overhead, traffic load conditions, limitations in the customer equipment and other technical reasons.
6.4. Cancellation - superfast carriage obligations	Telstra may cancel any Fibre Access Broadband service where for any reason it is no longer exempt from any of the obligations under the Telecommunications Act 1997 relating to the delivery of superfast carriage service.
6.5. Rights to refuse to provision an End User Access	Telstra can refuse to provision an End User Access for the service where: <ul style="list-style-type: none"> <li>a. the End User is located outside the Service Area;</li> <li>b. the End User Access does not pass the service qualification process; or</li> <li>c. Telstra reasonably believes that technical matters affecting Telstra's network at that time (such as interference, capacity constraints or technical capabilities) prevent or would unduly delay or affect provision of that End User Access.</li> </ul>
6.6. Service qualification	<ul style="list-style-type: none"> <li>a. The 'full service qualification' and 'mini service qualification' tools that may be available for copper-based services do not apply to Fibre Access Broadband.</li> <li>b. The service qualifications are specified in the Ordering and Provisioning Manual.</li> </ul>
6.7. Limits on monthly usage	<ul style="list-style-type: none"> <li>a. The Customer must reasonably try to make sure that the average monthly usage of its end users of the Fibre Access Broadband service (averaged in each State) is no higher than 35 Gbytes of downloads each and 17.5 Gbytes of uploads each.</li> <li>b. If an individual End User Access has more than 100 Gbytes of combined downloads and uploads in a month with the downloads being less than half of the total and that continues for three consecutive months, Telstra may suspend, limit or cancel that End User Access for excessive use.</li> <li>c. Telstra may introduce a 'Fair Use Policy' in the future if it considers that further measures are needed to manage unfair or excessive use of the service by some end users.</li> </ul>
6.8. Shaping and other network management measures	Telstra may choose to apply any network management measures it thinks are appropriate, including 'shaping' the service to manage performance issues, service difficulties, faults, availability of bandwidth, congestion and other infrastructure and network issues that affect multiple customers and end users.

6.9. Transfer	<ul style="list-style-type: none"> <li>a. Telstra and the Customer must follow the Broadband Transfer Process Manual for each transfer.</li> <li>b. It is only possible to transfer the service to another Customer who acquires Fibre Access Broadband from Telstra.</li> <li>c. For the purposes of transferring a Fibre Access Broadband service, each End User is treated as if they have a contract with the Customer (where the Customer or one of its resellers is the losing Customer) or will have a contract with the Customer (where the Customer is the gaining Customer)</li> </ul>
6.10. End User consents	<ul style="list-style-type: none"> <li>a. Before Ordering an End User Access or requesting a service migration, the Customer must obtain all of the following consents, acknowledgements and warranties from the End User (and by executing this agreement, the Customer is warranting to Telstra that it will obtain those consents, acknowledgements and warranties.)</li> <li>b. The End User must consent to Telstra accessing its premises to connect, activate, maintain and repair the End User Access. If the End User does not own the premises, the owner of the premises must also consent to Telstra accessing the premises to connect, activate, maintain and repair the End User Access (or the End User has to warrant to the Customer that it has obtained that consent from the owner.)</li> <li>c. The End User must consent to the End User Access being provisioned (including any existing broadband services being disconnected if it is a migration) and from the time the End User Access is provisioned all fixed and broadband telephone services at the premises being provided over fibre.</li> <li>d. The End User must specifically acknowledge that: <ul style="list-style-type: none"> <li>i there will be an outage of all fixed telephone and broadband services at the End User's premises while the End User Access is being provisioned and, during that outage, no fixed telephone or broadband services at the premises will work, no calls will be able to be made or received, and in particular, it will not be possible to call the 000 emergency service from any of the fixed telephone services at the premises</li> <li>ii if the End User is being migrated from an existing broadband service, once the End User Access is activated, Telstra will not have to install any services to those premises using copper or aluminium wires in the future</li> <li>iii all of these effects and impacts will apply equally to other ends users using the End User's services</li> <li>iv fixed telephone or broadband services over fibre optic cable may not work during a power failure, unless there is a working battery back-up (that is not faulty or flat)</li> <li>v no calls will be able to made or received during a power failure, and in particular, it will not be possible to call the 000 emergency service from a fixed telephone service at the premises, unless there is a working battery back-up (that is not faulty or flat)</li> <li>vi the End User has to check that the battery back-up (if any) is connected and works and to report any suspected faults to the Customer</li> <li>vii there may be other products that will not be compatible with the service and cannot be supplied to the End User</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>viii installing and operating a monitoring service may cause temporary disruptions to the service</li> <li>ix all of these effects and impacts will apply equally to other end users using the End User's services or services provisioned on the same optic fibre line.</li> <li>e. If the End User is not the account holder for any fixed or broadband services provided to the End User's Premises, the End User has to warrant to the Customer that it has obtained each of the End User consents and acknowledgements above from each account holder of those other services.</li> <li>f. If Telstra has reasonable grounds to believe that the Customer has not obtained the required consents and acknowledgements from the End User, Telstra will not be obliged to proceed with the connection or supply of the Fibre Access Broadband service.</li> </ul>
<p>6.11. Use of information about Customer and End Users</p>	<p>The Customer agrees that Telstra may inform relevant service providers of fixed telephone and broadband services, end users and account holders at a particular End User's premises, that an End User has requested an End User Access there. Telstra may also contact End Users to connect, migrate, maintain or repair an End User Access. The Customer agrees to allow Telstra to publish the Customer's name on a website as a provider of fibre broadband services (and Telstra will inform the Customer of any such website from time to time). This clause overrides anything else in this agreement that provides otherwise.</p>
<p>6.12. Outages</p>	<ul style="list-style-type: none"> <li>a. Telstra tries to give the Customer 10 Business Days' notice of planned outages by giving a 'planned event notification' with sufficient detail for the Customer to be able to identify how the outage is likely to affect end users. However, the planned event notification will not identify which of the Customer's end users will be affected.</li> <li>b. Telstra posts details of planned outages affecting the service to <a href="http://telstra.com/servicestatus/wholesale/">http://telstra.com/servicestatus/wholesale/</a>.</li> </ul>

## 7. Definitions

Not Applicable - Note that the following technical term is explained under "General" in Section 1 Product Description: Broadband VLAN.

### For Reference (this does not form part of the agreement)

The **TSIS** (technical description) for this product can be found at [https://portal.telstrawholesale.com.au/wholesale/customertools/app/ContractDocumentsPage?webPageId=TWCP\\_OPERATIONSMANUALS](https://portal.telstrawholesale.com.au/wholesale/customertools/app/ContractDocumentsPage?webPageId=TWCP_OPERATIONSMANUALS)